the absence of unconscionable conduct on the part of the defendant, the sale will not be disturbed. *Marr* v. *Marr*, 66 Atl. 182 (N. J., Ct. of Ch.). See NOTES, p. 51.

CORPORATIONS — ULTRA VIRES — ASSIGNMENT OF FRANCHISE TO AN INDIVIDUAL. — The defendant corporation was empowered to maintain electric wire conduits in the streets of New York City, and was required by statute to furnish space in such conduits for the use of any corporation having the right to transmit electricity. The A company voluntarily assigned its franchise embracing this right to B, an individual, from whom it passed to the plaintiff corporation. *Held*, that the plaintiff may compel the defendant to allow it space in its conduits. *Matter of Long Acre, etc., Co.*, 188 N. Y. 361.

A New York corporation, such as the A company, may assign its franchise to another corporation. N. Y. Laws, 1893, c. 638. No provision is made, however, for an assignment to an individual, and, apart from express authorization, such an assignment by a public service corporation is *ultra vires*. *Stewart's Appeal*, 56 Pa. St. 413. By the better view, however, it does not necessarily follow that the transfer is of no effect; the transfer has in fact been made and the title passed. *Bank* v. *Whitney*, 103 U. S. 99. This reasoning was the basis of the decision in the present case. The facts, however, present a problem somewhat different from the ordinary cases of *ultra vires* transfers. The plaintiff would have been a competent grantee of the franchise had the transfer been made without the intervention of B. But where a *de facto* corporation is the only weak link in the chain of title the position of the ultimate grantee is not prejudiced. See 20 HARV. L. REV. 457. Applying this analogy to the present case, the result reached by the court seems correct. *Cf. Parker* v. *Elmira, etc., Co.*, 165 N. Y. 274.

DANGEROUS PREMISES — LIABILITY TO TRESPASSERS — CHILD TRESPASSER ON TURNTABLE. — The plaintiff, a boy of four or five years, entered the defendant's premises through a gap in its boundary hedge. While playing with companions on the defendant's turntable, which was not fastened, the plaintiff was injured. The jury found that the hedge was in a defective condition through the defendant's negligence. *Held*, that the defendant is not liable. *Cooke* v. *Midland Great Western Railway*, 41 Ir. L. T. R. 157 (Ir., Ct. App., June 14, 1907).

American rulings tend to deny the liability of a landowner to a child trespasser who has been injured through the condition of the premises, except in the so-called turntable cases, where the weight of authority seems to allow recovery. See 11 HARV. L. REV. 349, 434; 12 *ibid.*, 206. The principal case, it is believed, marks the first appearance of a turntable case in the English courts. The court finds that the defendant owes to the trespassing child no duty of care in respect to the condition of either the hedge or the turntable, and distinctly repudiates the fiction of "implied invitation" or "allurement." This decision seems in line with the reluctance of the courts to impose further restraints on a landowner's use of his land, and with the tendency of the English courts to treat a child trespasser the same as an adult.

DEEDS — PARTIES — GRANTOR AND GRANTEE SAME PERSON. — One M granted land to herself and three others. *Held*, that the grantor has a one-fourth undivided interest in the land. *Green* v. *Cannady*, 57 S. E. 832 (S. C.).

It is clear that a grantee is incapable of taking under his own deed, since two parties are as necessary to a deed as to a contract. And a grant by A to A, B, and C in trust has been held ineffective as to A, and to vest the entire legal estate in B and C. *Cameron* v. *Steves*, 9 N. Brunsw. 141. In that case, however, the grant, by express statutory provision, created a joint tenancy. Therefore, upon familiar principles of joint tenancy, B and C properly took the entire title, and since A was incapable of taking under his own deed, their interest was not subject to any right in him. See SHEP. TOUCH., 82. But in the present case the deed was construed as creating a tenancy in common, hence it purported to pass only one-fourth of the estate to each of the grantees. Con-

sequently, on the basis that a deed to the grantor is inoperative, there has been no conveyance of one-fourth of the estate, and the result reached by the court is correct.

EQUITY — JURISDICTION — CANCELLATION OF FRAUDULENT BIRTH CERTIFICATE. — *Held*, that equity has jurisdiction to perpetually enjoin the use as evidence of a fraudulent birth certificate, and to order such certificate to be cancelled. *Vanderbilt* v. *Mitchell*, 67 Atl. 97 (N. J., Ct. Err. and App.). See NOTES, p. 54.

HIGHWAYS — ADDITIONAL SERVITUDES — INTERURBAN ELECTRIC RAILROADS. — The defendant railway company operated a large number of passenger and freight trains daily over a T rail, double track line on a city street. Trains composed of heavy railroad cars were run over this line to surrounding towns at a high rate of speed and with few stops. The plaintiff, an abutting owner of the fee of the street, sued for compensation. *Held*, that he cannot recover. *Kinsey* v. *Union Traction Co.*, 81 N. E. 922 (Ind., Sup. Ct.).

A new use of the public easement over highways is an additional servitude, for which the abutting owners are entitled to compensation, if it is not within the general purpose for which the easement was created. *Schaaf* v. *Railway Co.*, 66 Oh. St. 215. A street railway is within that purpose. *Atty.-General* v. *Metropolitan Railroad Co.*, 125 Mass. 515. But a steam commercial railroad is not. *Bond* v. *Pennsylvania Co.*, 171 Ill. 508. Although there is much controversy as to an interurban electric road, the weight of authority is that if it carries freight it is an additional servitude. *Linden Land Co.* v. *Milwaukee Ry. Co.*, 107 Wis. 493. This view is adopted by the dissenting judges in the principal case, who point out that the road only differs from a steam commercial railroad in its motive power. User, however, and not motive power, is the proper test. *William* v. *City Electric St. Ry. Co.*, 41 Fed. 556. It is difficult to reconcile the decision with the authorities, but there has been a gradual development in this branch of the law in recent years recognizing the modern tendency to permit a more extensive use of highways than was originally intended, so that the case seems merely a further step in advance.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — PROMISE TO MARRY AFTER DEATH OF EXISTING WIFE. — The defendant promised to marry the plaintiff after the death of his wife, the plaintiff knowing at the time that he then had a wife. *Held*, that the contract is not void as against public policy. *Wilson* v. *Carnley*, 23 T. L. R. 757 (Eng., K. B. Div., July 31, 1907).

If a plaintiff was honestly unaware of defendant's existing marriage, that marriage is, of course, no defense to an action for breach of promise. *Wild* v. *Harris*, 7 C. B. 999; *Kelley* v. *Riley*, 106 Mass. 339. But where the plaintiff was not innocent, American courts have held that contracts looking to future marriage are immoral and give no legal rights. *Paddock* v. *Robinson*, 63 Ill. 99; *Noice* v. *Brown*, 38 N. J. L. 228. A dictum by Baron Pollock was the basis for these decisions. See *Millward* v. *Littlewood*, 5 Exch. 775. Contingencies are possible where an engagement before the death of a first wife might be upheld, for example, if made at her request, or after her insanity; but an arrangement of the kind made in the present case manifestly tends to immorality, and American law properly denotes these contracts as *contra bonos mores*. The contrary conclusion drawn by the English court appears to be due to the modern sentiment that it is impolitic to extend the classes of contracts which courts may refuse to enforce merely because the transactions they contemplate seem opposed to the public welfare.

INNKEEPERS — DUTY TO GUESTS — LIABILITY OF INNKEEPER FOR INSULT TO GUEST. — The plaintiff was a guest at the defendant's hotel. At night one of the employees of the hotel, by order of the defendant, forcibly entered the plaintiff's room, used insulting language, and threatened to turn her out as a disreputable woman. *Held*, that the defendant is not liable. *DeWolf* v. *Ford*, 104 N. Y. Supp. 876 (App. Div.).